

AGREEMENT

Between

Bergenfield, Borough of  
THE BOROUGH OF BERGENFIELD

and

BERGENFIELD POLICE DEPARTMENT  
DISPATCHERS ASSOCIATION

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X January 1, 1988 through December 31, 1989

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Law Offices:

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**ARTICLE I**  
**RECOGNITION**

**Section 1**

The Borough hereby recognizes the Association as the exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. for collective negotiations concerning salaries, hours of work, and other terms and conditions of employment for all non-managerial Dispatchers employed by the Borough of Bergenfield Police Department.

**Section 2**

Unless otherwise indicated, the terms "Employee" or "Employees" wherever used in this Agreement refer to all persons represented by the Association in the above-defined bargaining unit.

## Section 2

Except as otherwise provided herein, the Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- (A) To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its Employees;
- (B) To hire all Employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignments and to promote and transfer Employees;
- (C) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

## Section 3

Nothing contained herein shall be construed to deny or

restrict either party of or in its rights, responsibilities, and authority under N.J.S. Titles 11, 34, 40 and 40A, or any other national, state, county or other applicable laws.

#### Section 4

Neither the Association nor any of its members shall engage in any job action, strike, work stoppage, sit down, slow down, sick call action, boycott or any other form of interference with Borough operations during the term of this Agreement.

#### Section 5

The Borough will not engage in any lockout of Employees covered by this Agreement during the term hereof.

## ARTICLE III

### SALARIES

Employee's base salaries shall be as follows for the duration of this Agreement, from January 1, 1988 to December 31, 1989:

	<u>Effective 01/01/88</u>	<u>Effective 01/01/89</u>
<b>Police Radio Dispatchers</b>		
<b>1st Year</b>	<b>\$19,628</b>	<b>\$21,199</b>
<b>2nd Year</b>	<b>20,694</b>	<b>22,349</b>
<b>3rd Year</b>	<b>21,759</b>	<b>23,500</b>
<b>4th Year</b>	<b>22,830</b>	<b>24,656</b>

An Employee shall move to the next step on his/her anniversary date only with the approval of the Chief of Police. His decision shall be binding and not subject to the Grievance Procedure.

Effective January 1, 1989 each Employee covered by this Agreement shall receive an annual Matron's Allowance. The annual Matron's Allowance shall be deemed compensation for availability to perform Matron's duties as well as other job-related duties. Said allowance shall be in addition to such other compensation as may be available under this Agreement. The annual Matron's Allowance shall be Five Hundred (\$500.00) Dollars.

**ARTICLE IV**

**LONGEVITY**

In addition to salaries, wages or other payments hereunder, each Employee shall receive longevity compensation based upon years of service with the Borough as follows:

Six (6) through Eight (8) Years  
of Service .....1% of Base Pay

Nine (9) through Eleven (11) Years  
of Service .....2% of Base Pay

Twelve (12) through Fourteen (14) Years  
of Service .....3% of Base Pay

Fifteen (15) through Seventeen (17) Years  
of Service .....4% of Base Pay

Eighteen (18) through Twenty (20) Years  
of Service .....5% of Base Pay

Twenty-One (21) through Twenty-Three Years  
Of Service .....6% of Base Pay

Twenty-Four (24) through Twenty-Six (26) Years  
of Service .....7% of Base Pay

Twenty-Seven (27) Years of Service  
and Thereafter .....8% of Base Pay

ARTICLE V

OVERTIME

Overtime shall be defined as any work in excess of forty (40) hours per week based upon usual shifts as averaged in accord with present procedure. For each such extra hour worked, overtime compensation or compensatory time in lieu of payments shall be paid at one and one-half ( $1\frac{1}{2}$ ) times the regular hourly base rate of pay.

Off-duty court appearance, excluding appearances in civil actions, shall be compensated at one and one-half ( $1\frac{1}{2}$ ) times the regular hourly base rate of pay for all hours worked.



**ARTICLE VI**  
**CLOTHING ALLOWANCE**

Police Radio Dispatchers shall receive an annual clothing allowance in the amount of Four Hundred (\$400.00) Dollars for the year 1988. Effective January 1, 1989, the clothing allowance shall be increased to Four Hundred Fifty (\$450.00) Dollars.

**ARTICLE VII**  
**HOLIDAYS AND PERSONAL DAYS**

**Section 1**

Each Employee shall enjoy the following thirteen (13) paid holidays each year of this Agreement:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Election Day
Memorial Day	Christmas Day
Thanksgiving Day	

**Section 2**

In addition to his regular pay, each Employee shall have the option, subject to the approval of the Chief of Police, to receive compensatory time off or a cash payment equal to one (1) day's pay, for each of the holidays listed in Section 1 above. The Chief's decision in such matters shall not be grievable.

**Section 3**

Each Employee shall be entitled to two (2) personal leave days annually without loss of pay in addition to any other

time off provided for in this Agreement.

**ARTICLE VIII**  
**INSURANCE AND DEATH BENEFITS**

**Section 1**

Existing Blue Cross, Blue Shield and Dental Insurance benefits shall be continued for all active Employees and Employees who are retired and their eligible dependents during the term of this Agreement. Prescription Drug Insurance shall be provided for active Employees, providing family coverage with a Three (\$3.00) Dollar co-payment.

**Section 2**

The Borough agrees to pay the sum of Ten Thousand (\$10,000.00) Dollars to the estate of any Employee killed in the line of duty.

**Section 3**

There shall be a ninety (90) day notice to the Association of any intended change of insurance coverage. Such ninety (90) day notice shall include, at the time of notice, a copy of the proposed changed provisions or policy.

## ARTICLE IX

### VACATIONS

#### Section 1

Each Employee shall be entitled to annual vacation leave depending upon his years of service within the Department as follows:

<u>Years of Service</u>	<u>Vacation Time</u>
1st Year	1 Day Per Month Worked
2nd through 5th Year	12 Days
6th through 9th Year	15 Days
10th through 14th Year	20 Days
15th through 19th Year	23 Days
More than 19 Years	27 Days

#### Section 2

Where in any calendar year the vacation, or any part thereof, is not granted by reason of the pressure of municipal business, it shall accumulate and be granted in the next succeeding calendar year only. Vacation time accrued but not taken voluntarily shall not accumulate beyond the calendar year in which it accrues.

ARTICLE X  
MISCELLANEOUS

All Employees attending training seminars shall receive a daily expense allowance in the amount of Three (\$3.00) Dollars. No seminar shall be attended without prior approval of the Chief of Police.

**ARTICLE XI**  
**GRIEVANCE PROCEDURE**

**Section 1**

A grievance is any complaint arising with respect to wages, hours of work or other negotiable conditions of employment and includes any dispute over the interpretation, application or construction of this Agreement. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed. Minor discipline, defined as those disciplinary actions where the penalty is five (5) days of suspension or equivalent fine or any lesser penalty, shall be included within the scope of grievable matters under this Grievance Procedure. Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss and resolve the matter informally with any appropriate member of the Department.

**Section 2**

Complaints may be initiated by any individual Employee to his immediate superior. An earnest effort shall be made to settle the dispute immediately. If the complaint is not adjusted satisfactorily at this stage and the Employee wishes to enter a grievance, it shall be presented by the Employee or by the authorized Association representative.

### Section 3

When the Association wishes to present a grievance for itself or for an Employee or group of Employees for settlement or when an aggrieved Employee wishes to present a grievance, such grievance shall be presented as follows:

#### STEP ONE:

The aggrieved Employee, the President of the Association, or his duly authorized representative shall present and discuss the grievance or grievances orally with the Police Chief or his duly designated representative. The Police Chief shall answer the grievance orally within five (5) days.

#### STEP TWO:

If the grievance is not resolved at STEP ONE, or if no answer has been received within the time set forth in STEP ONE, the Association shall present the grievance within five (5) working days in writing to the Chief of Police. This presentation shall set forth the position of the Association, or Employee, and at the request of either party, discussions may ensue. The Chief of Police shall answer the grievance in writing within five (5) working days after receipt of the written grievance setting forth the position of the Employer.

#### STEP THREE:

If the grievance is not resolved at STEP TWO, or if no answer has been received by the Association within the time set forth in STEP TWO, within seven (7) working days of the receipt of the written response at STEP TWO, or of the time limitation for response (if no response is received), the grievance may be presented in writing to the Municipal Administrator. The final decision of the Administrator shall be given to the Association in writing within seven (7) working days after the receipt of the written grievance.



**STEP FOUR:**

If the grievance has not been settled by the parties at STEP THREE, or if no answer in writing by the Administrator has been received by the Association within seven (7) working days thereafter, appeal the adverse decision to the Governing Body in writing. The Governing Body shall, if requested by the Employee or Association, or in its own discretion, within ten (10) working days after the receipt of written notice of appeal setting forth the nature of the grievance, the relief sought and the Administrator's response, hold a private hearing at which the Employee, the Association, or their authorized representative may be heard. Thereafter, within ten (10) working days after such hearing, or the receipt of the notice of appeal (if no hearing is held), the Governing Body shall deliver its decision in writing.

**Section 4**

In the event an appeal is not timely filed in writing pursuant to STEPS TWO, THREE, or FOUR of Section 3, the decision at the prior STEP shall be final and the matter shall be considered closed.

**Section 5**

1. If the grievance is not settled through STEPS ONE, TWO, THREE and FOUR, either party may refer the matter to the Public Employment Relations Commission (PERC) within ten (10) days after the determination by the Mayor and Council for binding arbitration. Said request may be made only when the grievance alleges specific violations of this Agreement as detailed in Section 1 of this Article. All other grievances end with the

decision by the Mayor and Council. An Arbitrator shall be selected pursuant to the Rules of PERC.

2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any supplement thereto. The decision of the Arbitrator shall be final and binding.

3. The costs for the services of the Arbitrator shall be borne equally between the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

**ARTICLE XII**  
**TERMINAL LEAVE**

**Section 1**

All Employees who have been employed by the Borough for fifteen (15) years or more shall be entitled at retirement to terminal leave with pay in accord with the following schedule:

15 through 25 Years.....	3 Months
26 through 29 Years.....	5 Months
30 through 34 Years.....	6 Months
35 through 39 Years.....	7 Months
40 Years or More.....	8 Months

**Section 2**

Such terminal leave shall be exclusive of compensation for any vacation time, personal day, sick day, holiday time and college credits to which the Employee may be entitled at retirement.

**Section 3**

During terminal leave status, said retiring Employee shall not accrue payment or credit for vacation, personal day(s), sick day(s), holiday(s), or college credits.

#### Section 4

(A) Each retiree be provided with a lump sum payment option. Under said option an Employee would be permitted to take said entitlement as may be earned under this Article and reduce it to a lump sum payment. Payment would be the time calculated times the retiring Employee's then current rate of pay.

(B) A one hundred twenty (120) day notice shall be made to the Borough of the Employee's intent to take the entitlement in a lump sum payment.

**ARTICLE XIII**  
**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held invalid by operation of law or by a Court of other tribunal of competent jurisdiction, such provision shall be inoperative but all other provision shall not be affected thereby and shall continue in full force and effect. The parties shall meet for the purpose of negotiating changes made necessary by the applicable. law.

ARTICLE XIV  
EXTRA CONTRACT AGREEMENTS

Section 1

The Borough agrees not to enter into any other agreement or contract with the Employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the Association agrees to such change in writing or a new representative duly elected by the Employees.

Section 2

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XV

SICK LEAVE

The Borough agrees to grant each Employee fifteen (15) days a year sick leave. Said sick leave shall be allowed to accumulate from year to year.

**ARTICLE XVI**  
**DEPARTMENTAL INVESTIGATIONS**

In an effort to insure that Departmental Investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. The member of the Association shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the Association is being interrogated as a witness only, he should be so informed at the initial contact.


2. At every stage of the proceedings, the Department shall afford an opportunity for a member of the Association, if he/she so requests, to consult with counsel and/or his/her Association representative present during all questioning.



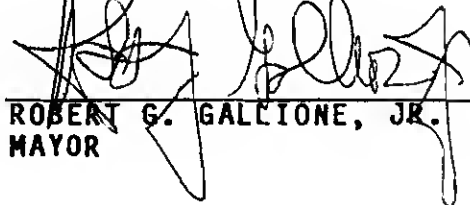
ARTICLE XVII  
TERM OF AGREEMENT

This Agreement shall be effective January 1, 1988 and shall remain in full force and effect until December 31, 1989. In the event no new or substitute Agreement is entered into on or before December 31, 1989, the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

ATTEST:




BOROUGH OF BERGENFIELD

  
ROBERT G. GALLIONE, JR.  
MAYOR

ATTEST:



BERGENFIELD POLICE  
DISPATCHERS ASSOCIATION

  
President